BOARD OF COMMISSIONERS

L. KEVIN ENSLEY, CHAIRMAN
BRANDON C. ROGERS, VICE CHAIRMAN
J. W. "KIRK" KIRKPATRICK, III
TOMMY LONG
JENNIFER M. BEST

COUNTY MANAGER
BRYANT MOREHEAD

COUNTY ATTORNEY
FRANK G. QUEEN

HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA FOR
JANUARY 4, 2021

The Board will meet in the HISTORIC COURTROOM

of the COUNTY HISTORIC COURTHOUSE at 215 N. Main Street, Waynesville, NC

beginning at 9:00 am.

Citizens are encouraged to view the Board of Commissioners meetings online. Regular meetings are streamed live on the county website at www.haywoodcountync.gov, scroll to the bottom of the home page and click on the YouTube icon located at the bottom left side corner . Public comments can be submitted to the Clerk to the Board via email to: tracy.wells@haywoodcountync.gov no later than 5:00 p.m. on the Sunday before each regularly scheduled Monday meeting.

I. Call To Order - Chairman L. Kevin Ensley

II. Pledge Of Allegiance
Invocation - BOCC - Pastor Josh Frazier

III. Public Hearing(S)
None

IV. Public Comment Session
Citizens must sign up for public comment prior to 8:50 a.m. and are limited to three (3) minutes. Audience members may not address the Board at any time during deliberations unless recognized by the Chairman.

V. Constituent Concerns

VI. Administrative/Agency Reports/Presentations

1. Annual Audit Report From Gould Killian CPA Group - Gould Killian CPA Group Audit Manager Travis Keever

   Documents:

   ATTACH-1-AUDIT-REPORT.PDF

2. Veterans Services Of The Carolinas Update - Veterans Services Of The Carolinas Managing Director Brandon Wilson And Health And Human Services Agency Director Ira Dove

   Documents:

   ATTACH-2-VETERANS-SERVICES.PDF

VII. Discussion/Adjustment To Agenda

VIII. Consent Agenda

1. Request Approval To Accept And Appropriate A Pisgah Health Foundation Grant In The Amount Of $25,000 Awarded To HHSA/Maple Leaf Adult Respite For Expenses Related To Safely Re-Opening The Adult Daycare/Day Health Program

   Documents:

   ATTACH-3-PHF-GRANT.PDF

2. Request Approval Of Budget Amendment For HHSA/Maple Leaf Adult Respite For Grant Funds From Southwestern Commission Area Agency On Aging To Honor Caregivers Of The Maple Leaf Adult Respite Recipients

   Documents:

   ATTACH-4-BUA-CAREGIVER.PDF

3. Request Approval To Accept And Appropriate A Dogwood Health Trust Grant In The Amount Of $39,800 To Support COVID-19

Wastewater Surveillance In Haywood County And Approval For County Manager To Sign All Documentation Relating To Said Grant

Documents:

ATTACH-5-DOGWOOD-HEALTH-TRUST.PDF

4. Request Approval Of Budget Amendment - Community Health - $39,800 - Dogwood Health Trust Grant Awarded To Support COVID-19 Wastewater Surveillance

Documents:

ATTACH-6-BUA-DHT-GRANT.PDF

5. Request Approval Of Haywood County Corporate Resolution Authorizing Certain County Employees To Conduct Business On Behalf Of Haywood County With First-Citizens Bank And Trust Company

Documents:

ATTACH-7-RESOLUTION-COUNTY.PDF

IX. Regular Agenda

None

X. Appointments - County Manager Bryant Morehead

1. Request Approval Of The Reappointment Of Carl Jackson To The Clyde Zoning Board Of Adjustments - ETJ

Documents:

ATTACH-8-CLYDE-ZONING-BOARD.PDF

2. Request Approval Of Reappointment Of Michael Kownacki And Appointment Of Judy Sutton To The Recreation Advisory Board

Documents:

ATTACH-9-REC-ADVISORY-BOARD.PDF

XI. Closed Session

None

XII. Adjournment

GOULD KILLIAN
CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

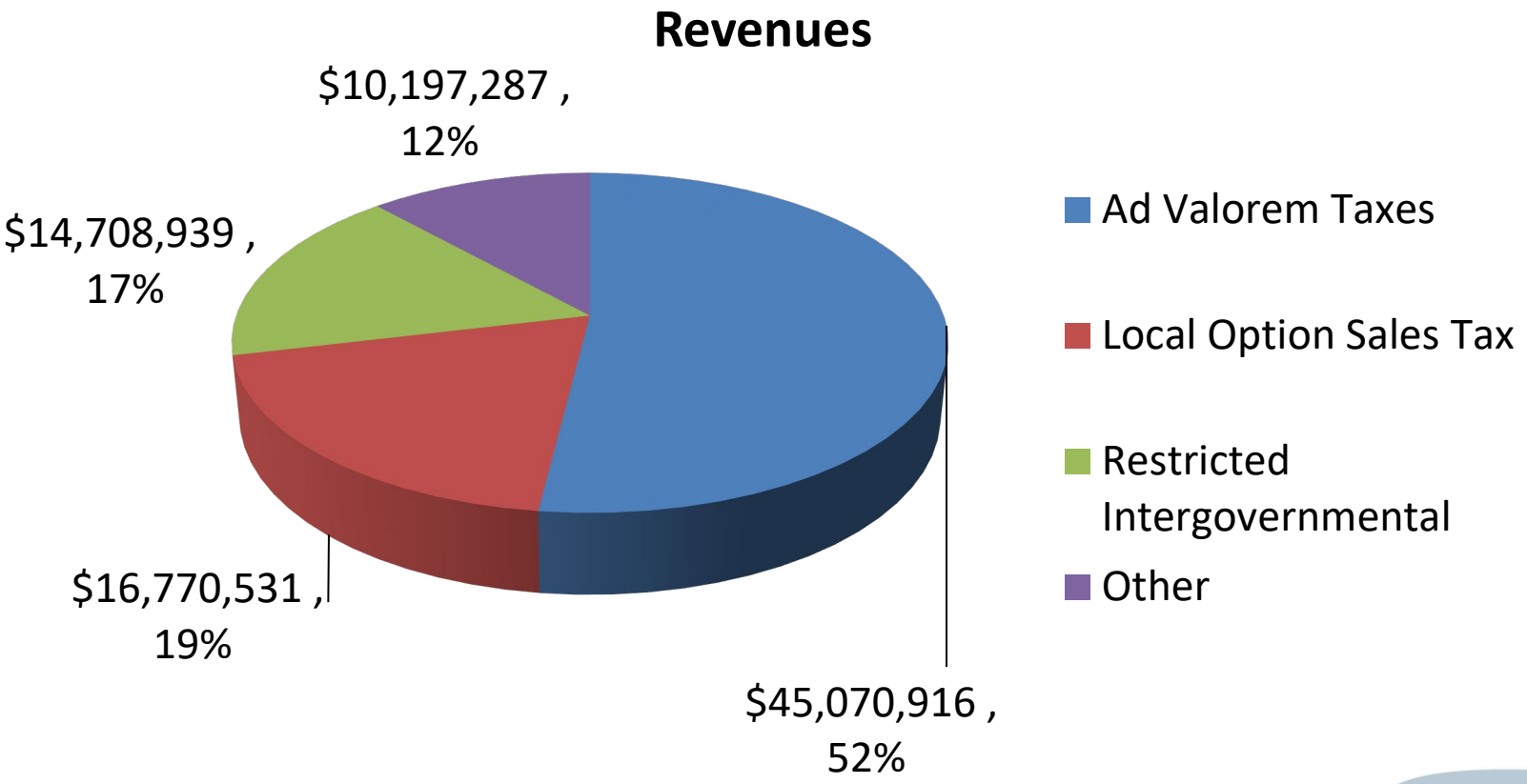
HAYWOOD COUNTY

2020 Annual Financial Report

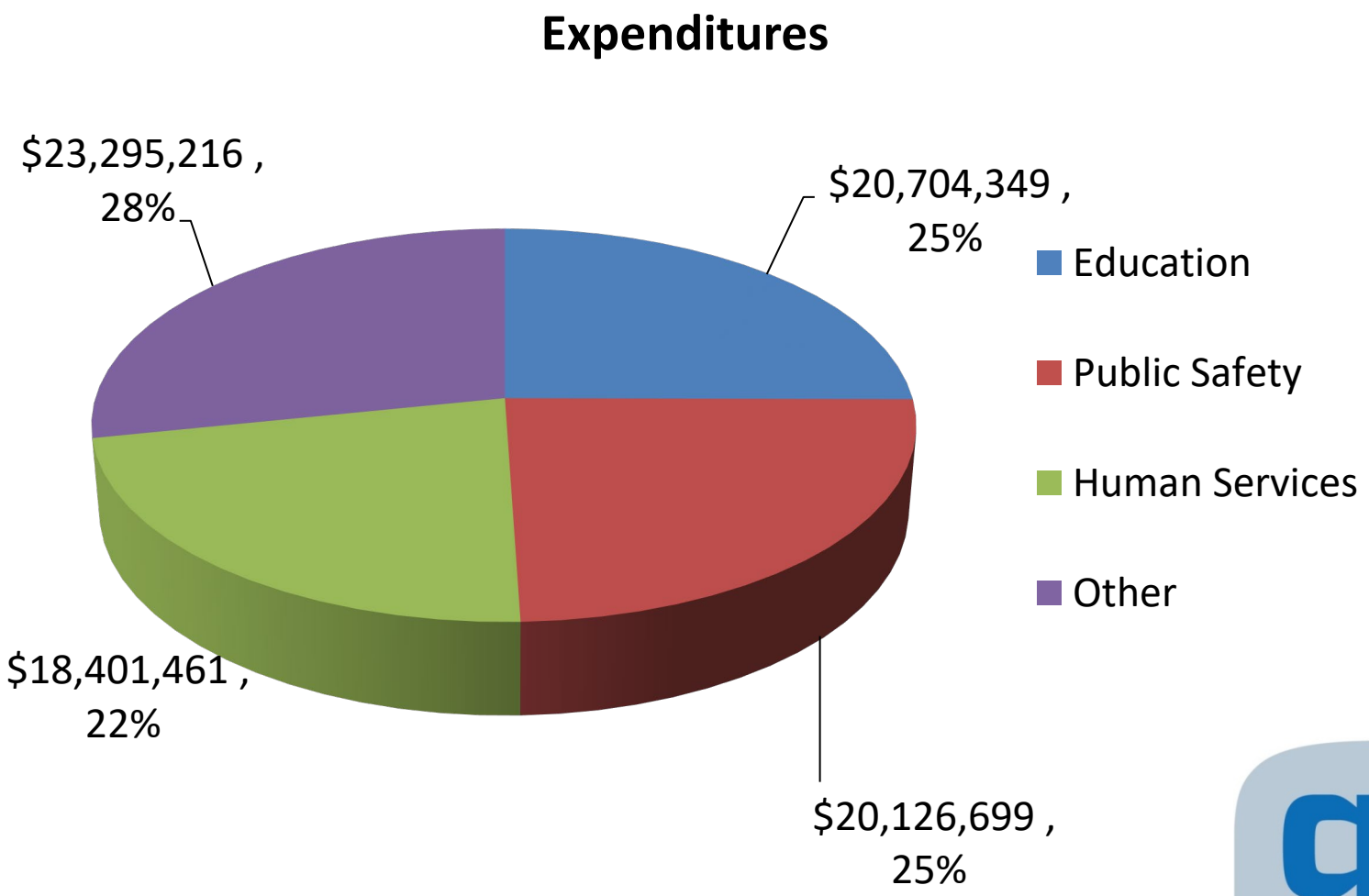
Audit Summary

- We issued an unmodified opinion on the June 30, 2020 financial statements
- We reported no material weaknesses in internal control over financial reporting
- We issued an unmodified opinion on compliance
- We reported no nonmaterial noncompliance/material weakness in internal controls.
- Special thanks to Julie and Kristian and the staff of the finance department, and Ira and the staff in DSS, for their hard work and cooperation in completing the audit.

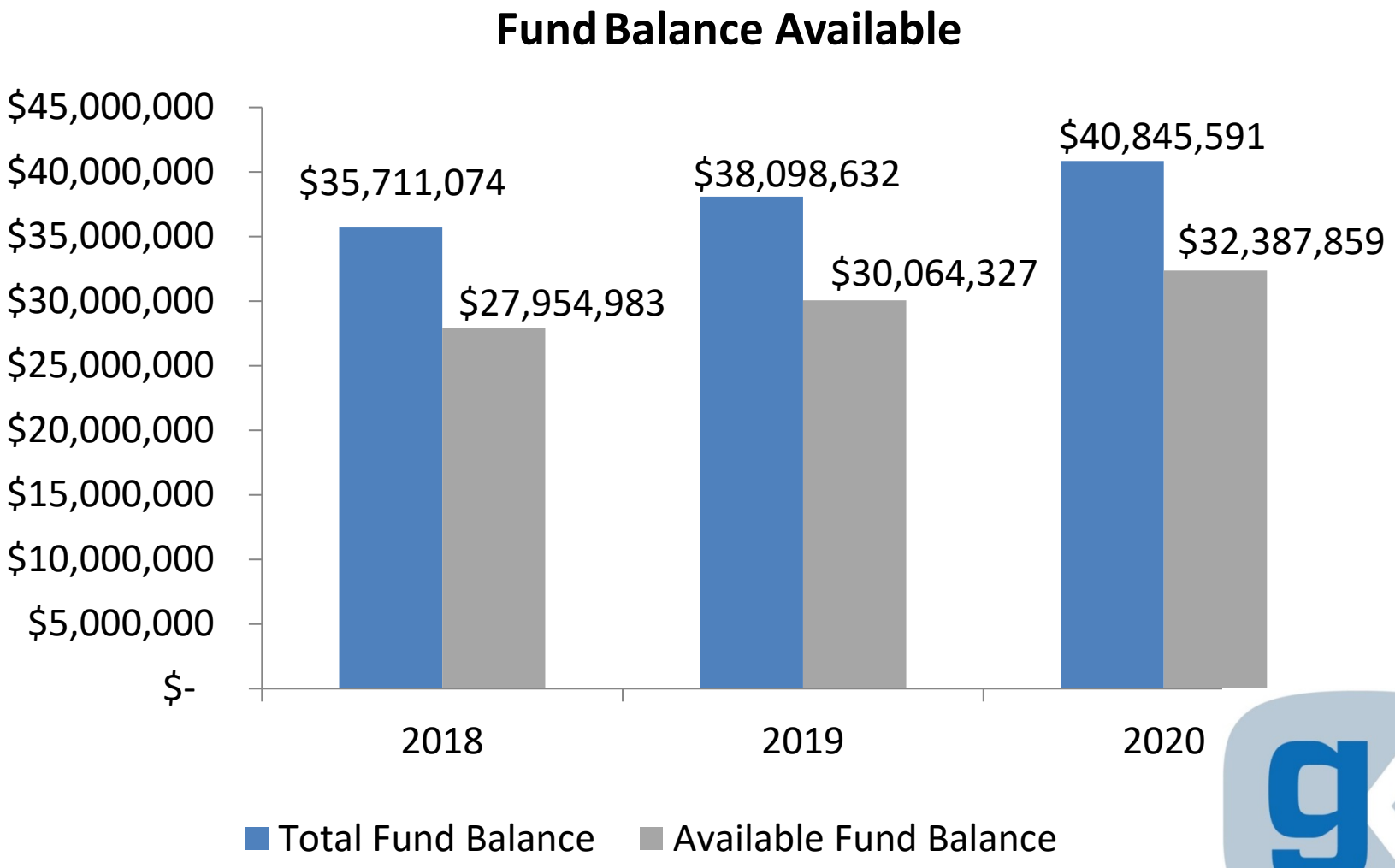
General Fund Summary



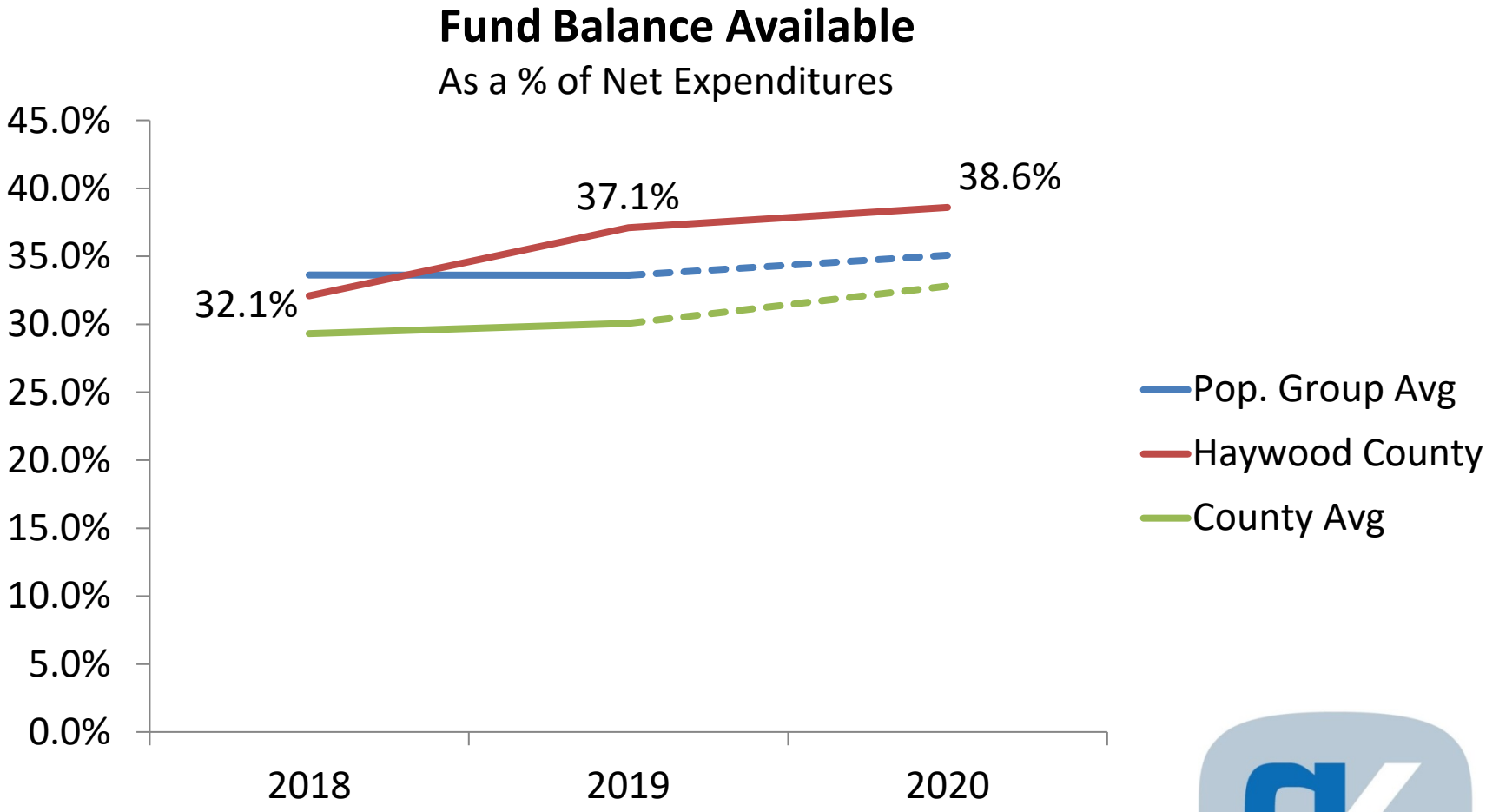
General Fund Summary



General Fund Summary



General Fund Summary



Property Tax Collection

	2019	2020	Budgeted 2021
Property tax rate	0.5850	0.5850	0.5850
Current year $ collected (incl. MV)	$ 43,505,332	$ 43,891,668	$ 44,916,457
Current year % collected (incl. MV)	97.94%	97.61%	97.74%

GOULD KILLIAN
CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

HAYWOOD COUNTY

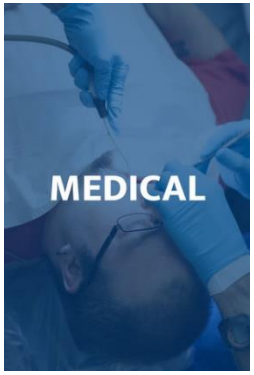
2020 Annual Financial Report

VETERANS
SERVICES OF THE CAROLINAS

A Division of

Haywood County Commissioners' Meeting
January 4th, 2021

Asheville Buncombe Community Christian Ministry (ABCCM) is one of the key non-profit organizations addressing poverty, hunger, homelessness and access to health care for the under-served in Buncombe County, serving annually around 21,764, or 1 in 12 persons in 2019. ABCCM is generously supported by over 289 churches of all denominations and 6,100 trained volunteers and provides emergency assistance to anyone in need regardless of race, color, national origin, sex, age, religion, or disability.



Transitional Housing

Veterans Restoration Quarters

- 246 beds for men
- 36 beds for emergency beds
- 160 transitional housing beds
- 50 permanent supportive units

Transformation Village

- 90 beds for women and children
- Includes facilities such as child education center, medical facility, and a job training center

Housing Services

Supportive Services for Veteran Families (SSVF) is a rapid rehousing and homeless prevention program designed to help Veterans and their families maintain their current housing or helping find them new and affordable housing.
In partnership with the Department of Veterans Affairs

Service Coordination

VSC is a Regional coordination center for NCServes-Western and Coastal, NC's first coordinated network of public, private and non-profit organizations working together to serve Veterans, service members and their families.
In partnership with NC DHHS.

Employment Services

The Homeless Veterans Reintegration Program (HVRP) serves homeless Veterans who need assistance in order to enter, re-enter, remain, or advance in the workforce.
In partnership with the US Department of Labor.

Outreach Services

Healing Outreach Partnerships for Empowerment (HOPE) is a program designed to provide intensive outreach to individuals with severe mental illness who are living outside and are deemed most vulnerable.
In partnership with NC DHHS.

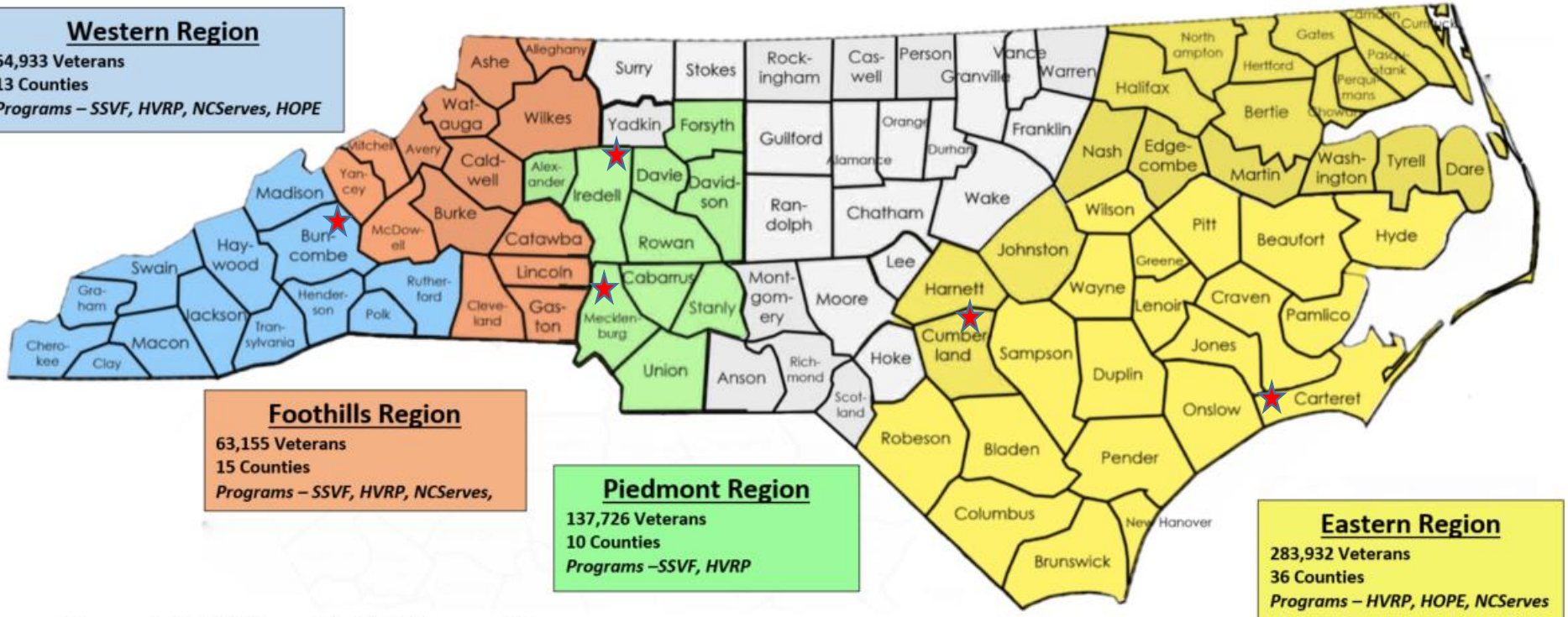
Veterans Services of the Carolinas

VETERANS
SERVICES OF THE CAROLINAS
A Division of

Area of Operations 2021

Four programs in 74 counties

Housing
SSVF – Supportive Services for Veterans and their Families (Department of Veterans Affairs)
Employment
HVRP – Homeless Veterans Re-Integration Program (US Department of Labor)
Service Coordination
NCServes – (Public and private partnerships – (NC Department of Health and Human Services)
Outreach
HOPE – Healing Outreach Partnerships for Empowerment (NC Department of Health and Human Services)



Western Region
54,933 Veterans
13 Counties
Programs – SSVF, HVRP, NCServes, HOPE

Foothills Region
63,155 Veterans
15 Counties
Programs – SSVF, HVRP, NCServes,

Piedmont Region
137,726 Veterans
10 Counties
Programs –SSVF, HVRP

Eastern Region
283,932 Veterans
36 Counties
Programs – HVRP, HOPE, NCServes

VSC now serving 539,746 Veterans; 74% of NC's Veterans population

**Veterans Population data from 2018 VAGDX Report*

Veterans Services of the Carolinas

Haywood County Veterans Snapshot

- 5,485 Veterans – 8.8% of county population*
- Total economic impact -$61,219,000.00 *
- 4 Homeless Veterans**

  *Total Homeless Population 130***

  (27% of all Homeless Veterans in NC reside in Buncombe County)

**2019 VA GDX Report*
***NCCEH 2020 Homeless Report*

Haywood County Veterans 2020

SSVF Housing Data

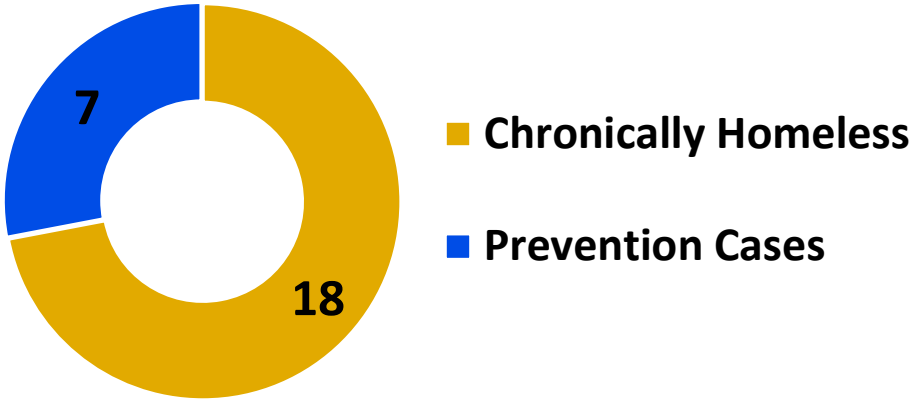
25 Enrolled Veterans

20 Veterans successfully housed

6 Veterans in processing

Successful Outcomes

SSVF Housing Breakdown



**2019-2020 HMIS Report*

***NCCEH 2020 Homeless Report*

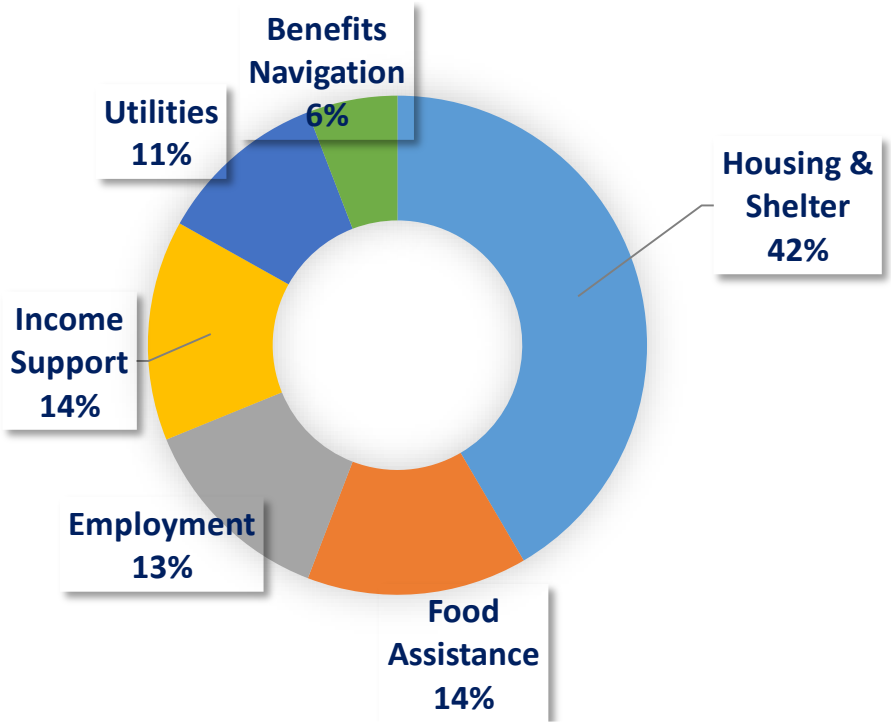
Haywood County Veterans 2020

70 Number of Veterans Supported

190 Number of Individual Needs

83% Positive Resolution Rate

Most Requested Services through NCServes



**NCServes Data*

Haywood County Veterans Snapshot

- New initiative – Only in 6 counties in NC
- Extensive outreach to most vulnerable veterans
- Intensive peer support services supporting MH and SA
- In collaboration with NCCARE360 and community partners

HOPE
Homeless Outreach Partnerships for Empowerment

Haywood County Community Partners

**NCServes Data*

855-962-8387

www.abccm-vsc.org

Haywood County Health and Human Services Agency

Services that may be of interest to Veterans

Health Services

- **Adult Health/BCCCP:** Physical exams for males and females. Mammograms & cervical cancer screenings for women 50-64 years.
- **Communicable Disease:** Screenings for communicable diseases such as Hepatitis A, B, C, Tuberculosis, COVID, Lyme Disease, Rabies & more.
- **Dental Clinic**: Exams, dental hygiene, extractions, fillings, partials, dentures, crowns and bridges
- **Immunization Clinic:** Provides adult immunizations and counsel for foreign travel vaccines.

Economic Services

- **Food & Nutrition:** Federal food assistance program provides nutritionally adequate food to low-income families
- **Special Assistance: F**inancial assistance for cost of care in adult care facilities and mental health homes. Medicaid benefits are included.
- **Low Income Energy Assistance Program (LIEAP):** One-time vendor payment to assist with heating expenses.
- **Crisis Intervention Program (CIP):** Funding to prevent or alleviate a crisis due to heating or cooling needs.
- **Work First Family Assistance:** Short-term training and other services provided to parents and their family to increase their chances of employment.

Adult Services

- **Adult Placement Services:** Assistance to adult with disabilities in finding suitable adult care home or nursing facility.
- **Adult Protective Services:** Provides services to correct or prevent further abuse, neglect and/or exploitation to adults with disabilities
- **Community Alternative Program for Disabled Adults (CAP/DA):** Program used Medicaid benefits to ensure persons can remain safely in their home.
- **In-Home Aide Services:** Assistance with basic home management tasks by contract.
- **Meals on Wheels:** Delivers nutritious meals to clients' homes.
- **SA In-Home Program:** Provides alternatives to placement in adult care home.
- **Services for the Blind:** A variety of services for people who are visually impaired or blind.

PISGAH
HEALTH FOUNDATION

153 W Jordan Street, Brevard NC 28712 * 828-435-3775

May 28, 2020

Misti Carver
Maple Leaf Adult Respite
63 Elmwood Way Suite C100
Waynesville, NC 28786

Re: Grant No. CO19 RR017 052020

Dear Misti,

I am pleased to inform you Directors of Pisgah Health Foundation (the "Foundation") has authorized funding to Maple Leaf Adult Respite ("Grantee") to support the needs of the elderly, in the amount of $25,000.00, subject to the Grantee's acceptance of the terms and conditions set forth in this agreement.

The following conditions in this letter are legally binding terms and conditions which require your acceptance attached to the distribution of this grant. Please review and acknowledge your agreement of these terms by signature of a duly authorized member of your organization and returning one signed and executed copy to the Foundation.

- The project will be implemented as described in the grant request filed with the Foundation subject to any qualifications and modifications as set forth in Exhibit A by the Foundation. (A copy of the request is attached).

- The Foundation will distribute funds in the amount set forth in the request, Exhibit B section 2, provided that an authorized officer of Grantee has signed and returned this agreement.

- Grantee agrees to furnish reports as to the use, results, or progress of the clients receiving support financed by this grant. Reports should contain a brief narrative about the program and a financial accounting of the expenditure of funds. Program progress reports should be submitted as required until all grant funds have been expended. Additional reporting may be requested throughout the grant period. Grantee also agrees to provide any additional information reasonably requested by the Foundation. The schedule of reporting is as follows:
  - -reporting of use of funds shall be received by the Foundation by July 15, 2020;
  - -report shall be contain a budget sheet of expenses incurred during the time period mentioned; and

-the impact report is due to the Foundation by December 31, 2020.

- Grantee warrants that Grantee is (a) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is further classified as a public charity within the meaning of Section 509(a)(1) or 509(a)(2) of the Code, or is a governmental unit described in Section 170 of the Code, and (b) that receipt of this grant will not adversely affect Grantee's current status under the Code.

- Grantee must furnish to the Foundation any information concerning a change or proposed change in Grantee's classification under the Code. Should such change in status occur, the Foundation reserves the right to withhold future payments and/or have unexpended grant funds returned to the Foundation.

- All expenditures made by Grantee from this grant must be used only within the terms and conditions set forth herein. Grantee may not expend grant funds for any purpose other than the purpose set forth herein without the Foundation's written approval. Any funds not used or committed for the specified purpose of the grant or not used or committed within any time limit specified in the request for the grant must be returned to the Foundation.

- All grant funds must be expended for charitable, scientific, literary, or educational purposes, as those terms are defined in the Code. Grantee may not use grant funds, nor any income earned thereon to:

  - carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code),

  - influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code),

  - make grants to individuals or to other organizations that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code, or

  - provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, except that it is expressly acknowledged that payments of salaries, other compensation or expense reimbursement to Grantee's employees within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions; or
  - undertake any activity other than for a charitable, educational, literary, or scientific purpose specified in Section 170(c)(2)(B) of the Code.

- It is understood that your project may not proceed exactly as you have proposed. If you find this to be the case, please keep the Foundation advised of any revisions you wish to implement. While the Foundation will not unreasonably refuse to approve changes consistent with your proposal or grant extensions to time frames originally set forth, the Foundation reserves the right to require the return of monies not spent as originally approved.

- Grantee agrees to keep its financial and other records so that they adequately reflect that the funds were used exclusively for the grant's purposes. The Foundation reserves the right to request an annual report and Audited Financial Statements within a reasonable time period until all grant funds are expended.

- Grantee will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the Foundation.

- The Foundation retains the right to release information regarding this grant to any public media. Grantee will submit to the Foundation all materials for publication or broadcast related to the grant for approval at least ten (10) business days prior to the intended date of publication or broadcast or submission for publication or broadcast. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant that come to the Grantee's notice or attention.

- If the conditions set forth herein are not upheld or if the Foundation determines, in its sole discretion, that the grant funds are not being used in an effective and efficient manner to further the purposes of the grant, the Foundation may (a) terminate any and all further distributions to Grantee whether or not such distributions are to be made as a part of this grant or any other approved grant from the Foundation, and/or (b) require the repayment to the Foundation of any unexpended grant funds.

- Grantee hereby agrees to release, indemnify, defend and hold harmless the Foundation, its affiliates, their officers, trustees, directors, managers and employees from and against all claims, damages or injuries to persons or property of the Foundation, its affiliates, Grantee or any third party arising out of (directly or indirectly) or related in any way to the actions or omissions of Grantee, its officers, directors, employees or agents under this grant or related to the project.

- Grantee may not assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the Grantor.

- The Foundation desires that resources of Grantee be dedicated to accomplishing the success of the 'aging in place' program. Accordingly, Grantee agrees not to recognize the Foundation, its Board members or staff with any commemorative items.

- The terms and conditions of the grant agreement as described herein shall be subject to and governed by the law of the State of North Carolina.

All disputes arising out of the terms of this grant agreement which cannot be resolved amicably shall be resolved by mediation or arbitration if both parties so agree, or by litigation if the parties do not so agree.

Please note that each of the Foundation's grants is considered individually and no grant award should be construed as a precedent for subsequent gifts.

Acknowledgment of Grantee's agreement to the terms and conditions set forth in this letter must be made by a duly authorized officer of Grantee who should execute both copies of this letter and return one such executed copy to the Foundation by June 8, 2020.

On behalf of the Foundation, please accept my sincere congratulations on this grant award and my gratitude for your work in the community. Please feel free to call us with any questions that you may have.

Sincerely,

Lex Green, CPA
President
Pisgah Health Foundation

As an officer of Maple Leaf Adult Respite, I certify that I am duly authorized to bind the organization to the terms of this agreement, and do hereby agree to, and accept the terms set forth above, this ____ day of _____, 20____.
By:

_____ _____
(Signature) (Title)

_____
(Name -- please print)

PISGAH
HEALTH FOUNDATION

Initial LB

EXHIBIT A

Organization Name: **Maple Leaf Adult Respite**

Grant No. **CO19-RR017-052020**

Full Grant Request (attached)

Scope of Services summary

Statement of Need:

In an effort to help sustain the program, we would like to ask that the funding to be flexible enough to assist with costs associated with both current expenses with cut revenues and the expenses related to the safe re-opening of the program. In an effort to serve our participants safely, we will have extra costs/expenses with the purchase of PPEs such as scrubs, gloves, masks, mask sanitizer, Infrared thermometers and hand sanitizer, etc. for staff and we will need the same supplies purchased for the participants with the exception of the scrubs. We will also incur extra expenses with the purchase of the approved daily disinfectant products.

Other uncovered start-up costs/expenses will include the initial purchase of food and snacks for participants, supplies and staff salaries with a huge gap in projected revenues due to lost reimbursement for the interruption of services.

Project Description:

Our program is a vital part of our community as it provides services that are designed to help our elderly "age in place" by providing services to allow them to continue to reside in private living arrangements versus long term care. Our program also addresses food insecurity for our participants by providing daily breakfast, lunch and snacks that meet the recommended daily allowance for Older Americans.

We will be concentrating on getting services back on track to currently enrolled participants in a gradual and safe manner with as little confusion as possible. We serve several individuals who had diagnoses of Dementia so this will be a re-adaptation for those participants.

Thank you so much for reaching out to us regarding our recent grant application for $25,000.00. This is perfect timing. Due to the circumstances, our Statement of Need in our application needs to be updated

As you are may be aware, due to the COVID-19 Pandemic and the Governor Cooper's proclamation, all congregate services for adults have been ordered to suspend services until further notice. Since Maple Leaf Adult Respite is a congregate day service program, the lifting of restrictions for our program will not be considered until after Phase III criteria has been met, so we are awaiting further guidance as to when our services can resume and our program can re-open at full capacity. Our most recent guidance has indicated that we may begin to resume services in late July or early August.

In an effort to help sustain the program, we would like to ask that the funding to be flexible enough to assist with costs associated with both current expenses with cut revenues and the expenses related to the safe re-opening of the program. In an effort to serve our participants safely, we will have extra costs/expenses with the purchase of PPEs such as scrubs, gloves, masks, mask sanitizer, Infrared thermometers and hand sanitizer, etc. for staff and we will need the same supplies purchased for the participants with the exception of the scrubs. We will also incur extra expenses with the purchase of the approved daily disinfectant products.

Other uncovered start-up costs/expenses will include the initial purchase of food and snacks for participants, supplies and staff salaries with a huge gap in projected revenues due to lost reimbursement for the interruption of services. This will impact program revenues significantly for the 20-21 fiscal year.

Our program is a vital part of our community as it provides services that are designed to help our elderly "age in place" by providing services to allow them to continue to reside in private living arrangements versus long term care. Our program also addresses food insecurity for our participants by providing daily breakfast, lunch and snacks that meet the recommended daily allowance for Older Americans. Without these services, the population that we serve is likely to feel the effects in a very strong and negative way such as having to suffer from food insecurity, lack of socialization and/or medical care or even having to enter long term care. This would result in a significant increase in expenses for our community as whole in subsidizing the ever increasing rate of long term care.

Our program helps provide much needed respite services for caregivers who need to work, run errands or just have a small break to recharge to be effective caregivers with less stress for themselves leading to both healthier participants and healthier caregivers.

We are currently trying to cut operation expenses by re-allocating most Maple Leaf staff to other areas of HHSA for the immediate future, but we will still incur costs as it is necessary that the program director continue performing functions of the program in fulfilling the requirements of the NC Division of Aging and Adult Services and the Area Agency on Aging. This includes completing tasks such as daily/weekly contacts with participants and their

PISGAH
HEALTH FOUNDATION

Initial RB

EXHIBIT B

Organization Name: **Maple Leaf Adult Respite**

Grant No. **CO19-RR017-052020**

SECTION 1. Performance Milestones Reporting Timeline

Using the Progress Report form and the Financial Activity Report form, provide an organizational summary of all activity during the reporting periods.

All reporting **must** include a budget sheet, curriculum summary with goals, administration role descriptions, number of participants, etc.

- Progress Report due by **July 15, 2020**.
  Activity period May-July 2020;

- Final Impact Report due by **December 31, 2020**.
  Activity period May 2020-December 2020.

SECTION 2. Payment Disbursement Schedule

- May 2020; $25,000.00

SIGN [signature] DATE 7/8/2020

Aging & Adult Servs. Program Manager

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: PISGAH HEALTH FOUNDATION

By: _____ Title: PRESIDENT

Date: JULY 31, 2020

HAYWOOD COUNTY

By: _____

County Manager

Date: _____

ATTEST:

_____

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

_____

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

_____

Finance Director

Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Port 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally https://www.ecfr.gov/cgi-bin/text-idx?SID-04e61f4e0a8317140a9 ec150bb2ac19 5&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200 1521.ii

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Camp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non--Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014)

From: Lisa Bradley
To: Michelle Haynes
Subject: Maple Leaf original online application for PHF grant
Date: Tuesday, November 24, 2020 3:28:31 PM

From: Pisgah Health Foundation <mail@grantapplication.com>
Sent: Monday, December 30, 2019 2:33 PM
To: Misti Carver <Misti.Carver@haywoodcountync.gov>
Subject: Your Application Submission

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 20774. You will be receiving more information on the status of your application shortly. For your records, here is a copy of the contents of your application.

Full Proposal
Thank You! Your application has been submitted.

Organization

General Information

Organization Name

Maple Leaf Adult Respite

Legal Name
If different than Organization Name

Tax ID
56-6001524

Annual Budget
326977

Website
http://https://www.haywoodcountync.gov/432/Maple-Leaf-Adult-Respite

Mission Statement

Maple Leaf Adult Respite is a professional service available to adults of all ages. Our focus is to meet the needs and maximize their individual skills and abilities. We also provide support and respite for the family by relieving them of daytime responsibilities. Our proram is designed to stimulate the participants physically /mentally while spending time with their peers. A nurse is also on staff to provide medical assistance if required.

Year of Incorporation

2005

Brief History

Maple Leaf Adult Respite is a professional service available to adults of all ages. Our focus is to meet the needs and maximize their individual skills and abilities. We also provide support and respite tot he family by relieving them of daytime responsibilities. Our proram is designed to stimulate the participants physically /mentally while spending time with their peers. A nurse is also on staff to provide medical assistance if required.

Organization Goals and Objectives

Maple Leaf's goals and objectives would be to provide a safe, stimulating program for adults of various needs by having medical staff,

supervision, activities, nutrition and socialization. We also provide respite for caregivers to have a much needed break for the day knowing their loved one is in safe hands.

Current Programs and Activities

Please emphasize major achievments of the last two years.

Lana Williams, our activity director received her Tai Chi for balance and arthritis certifitication in 2018. Maple Leaf was able to serve 11 in 2019. We all total served 49 unduplicated indviduals in 2017 and 61 unduplicated in 2018.
We were able to offer several activities for participants and or caregivers/volunteers. We annually have our volunteer appreciation in April honoring our many volunteers who make such an impact on our program. We celebrate with a meal, music, and prizes. We celebrated 5 years in our new building this spring with speakers and a catered meal. In July, we had our summer kickoff with a cook out, music, and our annual Maple Leaf Fair complete with miniature donkey and horse, car show, cook out, and craft fair. Annually in the Fall, we celebrate our veterans and this year we had the local ROTC present the flag ceremony to the group and present each veteran with a token. We just had our caregiver appreciation last week celebrating by presenting each caregiver with a hand written thank you card from their loved one and prizes along with a full thanksgiving meal all provided by a grant for caregiver appreciation from the Area Agency on Aging.

Address

Please fill out information regarding your organization's physical address.

Street Address

63 Elmwood Way, Suite C100

City	State
Wayensville	NC

Postal Code

28786

Mailing Address

If different than Physical Address. Please include City, State and Postal Code.

Staff

Please indicate the annual number of staff you have in each category. Please enter '0' if you have no staff in a category.

Full Time

5

Part Time

1

Volunteers

2

Interns

2

Other Staff

5

Total Staff

Click Icon to Calculate Total

15

Contacts

Organization Primary Contact

Please enter information regarding the primary point of contact for your organization. This may be different than the primary point of contact for your request.

Prefix	First Name
Mrs.	Lisa

Last Name	Suffix
Bradley	<None>

E-mail	Title
Lisa.Bradley@haywoodcountync.gov	Program Manager

Office Street Address

157 Paragon Parkway, Suite C300

Office City	Office State

Clyde NC

Office Postal Code

28721

Office Phone

828-356-2357

Request Primary Contact

Please enter information regarding the primary point of contact for your request. This may be different than the primary point of contact for you organization.

Same as Organization Primary Contact

No

Prefix

Mrs.

First Name

Misti

Last Name

Carver

Suffix

E-mail

misti.carver@haywoodcountync.gov

Title

Director of Maple Leaf

Office Street Address

63 Elmwood Way, Suite C100

City

Waynesville

State

NC

Postal Code

28786

Office Phone

828-456-9488

Request

General Information

Summary

Please state the intent of the project.

Our intent is to provide an additional resource to pay for those particpants who would not otherwise qualify for our current grants. The funding would also help us pay for an additional staff person to allow us to add 6 more participants to lower the number on our waitlist.

Funding Area

Food Insecurity
Obesity, Substance Abuse, Mental Health, Health Education
Social Cohesion

Request Amount

25000

Project Start Date

2/3/2020

Project End Date

Please enter the dates that the funding from this request will be used.

2/1/2021

Project Goals and Objectives

Please describe the goals of this project.

If awarded, the money would be used to provide services for participants who could not otherwise afford to attend and if needed a part-time staff person. North Carolina mandates we are a 6:1 ratio and therefore, we could take 6 more people per day off the wait list with additional staff. This money would provide the financing we need to fund the cost of care for the participant and provide an extra staff person.

Organizational Description

Make a direct connection from what you currently do to what you want to accomplish. Incorporate statistical facts if possible.

For the last two years, we have kept a wait list of 15-30 people. We add new participants at an average rate of 2-3 month. Our current funding and staffing only allows for 24 participants.
Our program provides breakfast, lunch and snack which are nutritionally sound as directed by the USDA food and nutrition program from the USDA. This allows for 2/3 days worth of nutrition for seniors who may not receive adequate nutrition which could lead to obesity or malnutrition. Also, our program stimulates social interactions between participants, staff, and volunteers from the community. Many times our seniors are isolated in their home and the only interactions they have are from immediate family, if available, and doctors appointments. Our program gives these vulnerable adults an opportunity to interact in the community and with each other. Our nurse also provides monthly talks on health topics of interest to this generation. Additionally, she provides supervision and guidance regarding individual healthcare to each participant. For those participants who are enrolled with Memory Care psychiatric services, we are in contact with them quarterly or more if needed, to provide the best care we can. This relationship has proven to be beneficial for all.

Statement of Need

Describe the issues this project seeks to address.

The funding would allow for participants to join our program if they do not qualify for any other funding source. With the addition of new

participants, we feasibly could add additional staff. The grant would pay for additional participants to attend which would in turn pay for additional staff. The second plan would be, adding additional staff would cost around $7500.00. The rest of the grant would be used to fund participants for approximately 350 days.

Timetable

Timetable for accomplishing stated goals and objectives.

We would use this money from the time received until it runs out or in a year whichever comes first.

Program Methodology

Descrcibe the methods to be used to achieve your goals and objectives.

In my 4 years as being Director at Maple Leaf, I have personally seen the relief of the caregivers as they have had time to take care of themselves while there loved one is here. I have also seen our participants come in to our program and join in the games and activities stimulating their brain and body which enables them to stay in their home longer. The nutrition they receive and the stimulation is much more adequate than what they are provided at home. The majority of the caregivers are elderly themselves and don't have the energy left at the end of the day to provide activities and think through a menu. The majority of the participants are coming to us from their armchair in front of a TV watching a show they can no longer keep up with the story line. They also are able to socialize with their peers many of whom they had careers with and enjoy being around.

Staffing for project

Describe how this project will be staffed.

In order to meet our staffing ratio, we are mandated to keep a 6:1 ratio at all times. If this requires extra staff to meet the demands, we will add a part-time staff person.

Collaboration

Describe any collaboration with other organizations with regards to this project.

We currently have 30 on our wait list. Some are from agencies such as the Veteran's administration, Memory Care, Social Workers in Adult Services, senior centers and doctor's offices. If we are able to exhaust the list, we will contact these organizations for referrals.

Sustainability

Describe the sustainability plan for this project.

We will continue to use our grants in the best way possible by providing services to those adult in our area who could benefit. If we receive this grant, we will use it and as always be on the lookout for other resources to be able to continue services. We will apply each year to this grant. Additionally, Haywood County Government is always a source of funding as they have supported our program annually.

Demographics Served

Please enter information about the populations that you intend to serve with this grant request.

Gender

Check all that apply

Females (50%)

Age Group

Adults (26-64)
Seniors (65+)

Males (50%)

Number of Clients served in 2018

61

Indicate the Counties in which you provide services

Check all that apply

Haywood (Central-C4)

Evaluation

Effectiveness Measure

Explain how you will measure the effectiveness of your activities.

The participants on the grant will be able to attend and their attendance to our program will be documented in their notes and attendance records.

Criteria for Success

Describe your criteria for success in this project.

We will be successful by shortening or eliminating our wait list. When people inquire about our program, they are usually needing services immediately. Unfortunately, by the time we call them in an average of 6 months or so later, their loved one has moved to placement or they no longer need the program due to decline.

Expected Results

Describe the results you expect to have achieved by the end of the funding period.

Again, my hope is to deplete the wait list and be able to offer services when people call our program.

Additional Information

Any additional information not mentioned above

Attachments

Required Attachments

Click **Upload** to complete the attachment process.

Financial Statements

Audited financial statements for the last fiscal year, or Tax Form 990. If neither document is available, include most recent financial statement.

2018 CAFR Haywood County NC Financial Statement.pdf

Operating Budget

Current year's operating budget to include both projected expenses and revenues. Categorize expenses under program, general and administrative, and fundraising.

Budget Worksheets ADC FY 2019-2020 November.pdf

Program Budget with Narrative

Project budget narrative.pdf

Funders

A list of foundations, corporations, or governmental agencies which funded the organization in the last fiscal year, including amounts contributed of $1,000 and above.

funding Maple Leaf.pdf

Tax Status Verification

Verification of the organization's or fiscal agent's tax-exempt status under Section 501(c)3 and 509(a) of the IRS code. If using a fiscal agent, please include notarized Letter of Authorization.

IRS EIN Letter.pdf

Board of Directors

Current Board of Directors list showing Executive Committee, Director employment affiliations and Board service term.

HHSA Board of Directors 2019.pdf

Resume/Curriculum Vitae

Resume or Curriculum Vitae of organization's primary leader.

resume.pdf

Optional Attachments

Latest Annual Report

Letters of Agreement

If the project for which funding is sought is a collaboration with other agencies, include letters of agreement specific to the project from each collaborating agency.

Letters of Support

Up to three signed letters of support from community leaders specific to the project request.

Letters of support.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2020-21

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115401 Adult Day Care				
Special Prgm Mat - PHF Grant	115401-523100-21PHF	-	25,000	25,000
				-
				-
				-
				-
				-
				-
				-
				-
				-

which will result in a net increase of $ 25,000 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
110100 Miscellaneous				
ADC Grant - PHF	110100-454840-21PHF	-	25,000	25,000
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____, 2020.

_____
Chairman
Haywood County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Explanation:
To recognize the grant awarded to Maple Leaf Adult Respite
from Pisgah Health Foundation for expenses related to the
safe re-opening of the Adult Daycare/Day Health program.
Funds will be used to purchase PPE to protect the
recipients and staff as well as assist in the additional
re-opening costs of food, food supplies, and office supplies.

From: Michelle Haynes
To: Julie Davis
Subject: Munis #
Date: Monday, December 07, 2020 1:26:00 PM

Good afternoon. Can I get a new expense & revenue account # in Munis for Maple Leaf ADC? This is for a grant they received from Pisgah Health Foundation to assist with COVID expenses to reopen the facility.

115401-523100-21PHF: Special Prgm Mat-PHF Grant
110100-454840-21PHF: ADC Grant – PHF

Thanks.

Michelle M. Haynes, MBA, Business Services Director
Haywood County Health and Human Services Agency
"Enhancing the health, safety, and full potential of our community."
157 Paragon Parkway, Suite 300
Clyde, NC 28721
Phone: 828-356-2384
Fax: 828-452-6694
e-mail: Michelle.Haynes@haywoodcountync.gov

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2020-21

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115401 Adult Day Care				
Special Program Materials	115401-523100-18CGA	-	500	500
				-
				-
				-
				-
				-
				-
				-
				-
				-

which will result in a net increase of $ 500 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
110100 Miscellaneous				
Local Grant - Caregiver	110100-454852-18CGA	-	500	500
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____, 2020.

_____
Chairman
Haywood County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Explanation:
To recognize the grant awarded to Maple Leaf Adult Respite
from Southwestern Commission Area Agency on Aging
to honor Caregivers of the recipients of Maple Leaf Adult
Respite's Adult Daycare/Day Health program. Funds will
be used for supplies to assemble treat bags and also to
purchase gift certificates that will be given to the Caregivers.
The staff and recipients at Maple Leaf will not receive any
of the items purchased, this is only for the Caregivers as a
way to show support and appreciation.

From: Kellie Dula
To: Misti Carver
Subject: Re: 2020 caregiver appreciation day grant applicaiton Maple Leaf
Date: Wednesday, November 04, 2020 11:23:29 AM

Hi Misti,

Your request has been approved for $500.00 to use in honor of National Family Caregiver Month 2020.

I'll be glad to sign whatever you need me to! Let me know if I need to stop by or if you need our fax number it's 828-586-1968.

Thanks!

On Wed, Nov 4, 2020 at 11:19 AM Misti Carver <Misti.Carver@haywoodcountync.gov> wrote:

> Kellie,
>
> I have attached a formal application for the 2020 caregiver grant. If you approve it, I will submit your email as approval. Once approved, I have a form for you to sign, maybe two. They have a whole new procedure for us now.
>
> Thank you so much!
>
> Misti

--

Kellie Dula
Family Caregiver and Dementia Support Coordinator
Southwestern Commission
Area Agency on Aging
828-586-1962 ex.221
125 Bonnie Lane
Sylva, NC 28779
www.regiona.org

Grant Application
2020

Agency Haywood County Health and Human Services/Maple Leaf Adult Respite

Address 63 Elmwood Way, Suite C100, Waynesville, NC 28786 Fax 828-456-4636

Telephone 828-356-2359 Email misti.carver@haywoodcountync.gov

---

Program Title: Maple Leaf Adult Respite Amount Requested $500.00

Brief summary of request:
Our mission has always been to support our community by providing socialization and health management services for adults in a day program setting. Unfortunately, as with many other programs, we are still closed. However, our caregivers are still open for business and have continued to provide excellent care to their loved ones. This program had provided much needed respite for our participants' caregivers until March of 2020. Our caregivers are exceptional people and have worked very hard to take care of their loved ones, their families, their community, and lastly themselves. Most of our population at the center suffers from Dementia which, as you know, can be very draining. The constant supervision and care required can be tremendous. We have continued to offer support to the caregivers by calling them routinely and offering suggestions to the caregivers to help ease their frustrations and trouble shoot issues as they arise.
In honor of National Caregiver month, we are requesting the $500.00 to be awarded to our facility for our annual caregiver's appreciation day. We have chosen November 27 to honor all our caregivers. Due to Covid, we would still like to show our participation by having a curbside drive by at Maple Leaf to allow them to be thanked for their hard work and dedication and given a treat bag with their gift certificate to Haywood Smokehouse and other goodies. The drive by times will be from 10-12.
By receiving this grant, this would allow us to thank them in a small way for all they do every day.
Thank you so much for providing this opportunity!

Sincerely,

Misti Carver
Maple Leaf Director

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: Southwestern Commission Area Agency on Aging
By: Kellie Dula Title: Family Caregiver Program Coordinator
Date: 11/4/20

HAYWOOD COUNTY

By:_____
County Manager

Date:_____

ATTEST:

_____

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

_____

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

_____

Finance Director

ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article GE

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties.The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Port 200. Provided that these standards are applicable to you, by signing this signature page, you ore certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state low or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions ore more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally https://www.ecfr.gov/cgi-bin/text-idx?SID-04e61f4e0a8317140a9 ec150bb2ac19 5&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200 1521.ii

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Camp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, al prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non--Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014)

DOGWOOD
HEALTH TRUST

December 18, 2020

Jeanine M. Harris
Haywood County Health and Human Services
157 Paragon Parkway, Suite 800
Clyde, NC 28721

Dear Ms. Harris,

It is our pleasure to inform you that Dogwood Health Trust has awarded a $39,800.00 grant to Haywood County Health and Human Services to support COVID-19 wastewater surveillance in Haywood County. Wastewater surveillance can play a vital role in monitoring COVID-19 spread because of its broad population coverage, ability to detect asymptomatic infections, and value as a leading indicator for changing infection rates. This project will use weekly wastewater surveillance for the SARS-CoV-2 virus to provide public health officials with a more comprehensive measure of the magnitude of the COVID-19 pandemic locally and regionally over the span of four months.

Dogwood Health Trust originally funded a pilot of this wastewater testing approach in Jackson County earlier in 2019, and this grant to Haywood County represents an extension and scaling of that successful pilot. We are grateful to Haywood County Health and Human Services and delighted to partner on supporting this much-needed work in western North Carolina.

A copy of the grant agreement is enclosed for your review, and you should receive a signature request through our Adobe Sign system via email. Please do not hesitate to reach out to Emily Quinlan at e.quinlan@dht.org with any questions, and thank you for the great work you are doing for western North Carolina.

Sincerely,

Janice Brumit
Janice Brumit (Dec 18, 2020 15:38 EST)

Janice Brumit
Chair, Board of Directors
Dogwood Health Trust

Haywood County Award Letter

Final Audit Report 2020-12-18

Created:	2020-12-18
By:	Emma Lawless (e.lawless@dht.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa4YmjgeV_cA9KKVjUBB1Ux1FXvYMykrK

"Haywood County Award Letter" History

Document created by Emma Lawless (e.lawless@dht.org)
2020-12-18 - 7:41:15 PM GMT- IP address: 69.151.223.178

Document emailed to Janice Brumit (janiceb@ncarbys.com) for signature
2020-12-18 - 7:42:20 PM GMT

Email viewed by Janice Brumit (janiceb@ncarbys.com)
2020-12-18 - 8:26:19 PM GMT- IP address: 72.250.228.164

Document e-signed by Janice Brumit (janiceb@ncarbys.com)
Signature Date: 2020-12-18 - 8:38:00 PM GMT - Time Source: server- IP address: 72.250.228.164

Agreement completed.
2020-12-18 - 8:38:00 PM GMT

Adobe Sign

DOGWOOD
HEALTH TRUST

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust ("**Grantor**" or "**we**") has approved a grant (the "**Grant**") to your organization ("**Grantee**" or "**you**") in the amount and for the project described in Exhibit A (the "**Project**"). Grantee shall use the Grant consistent with the purposes of Grantor's tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee ("**Agreement**"). Grantor and Grantee are each a "party" and collectively, the "parties." The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant within 30 days of our receipt of a signed copy.

You will be required to submit report(s) to the Grantor on the use and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement. Grantee must use the Grant to support the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is spent without the Grantor's prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report grant dollars spent by county.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either books to show the Grant separately or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make these books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all

books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.

4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:

   a. Influencing the outcome of any specific election for candidates to public office, or

   b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or

   c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of the Grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of the Grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).

6. **Regrants.** Grantee may regrant a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor.

7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.

8. **Representation and Warranty Regarding Tax Status.**

   a. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC 501(c)(3) and is a public charity described in IRC Sections 509(a)(1) or 509(a)(2) or is described in IRC Sections 170(c)(1) or 511(a)(2)(B).

   b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.

   c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of

Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.

d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.

9. **Notice.** Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.

10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Grantor.

11. **Grant Announcements.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.

14. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email finance@dht.org or contact your DHT Impact Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

_____
Authorized Signature

Janice Brumit
Name

Chair of the Board
Title

_____
Date

Accepted on behalf of organization by:

_____ Date: _____
Authorized Signature

_____
Name

_____
Title

EXHIBIT A

Grantee legal name: Haywood County Health and Human Services - Public Health

Tax ID Number: 56-6001524

Type of organization: Government Entity

Organization contact: Garron Bradish, Environmental Health Supervisor & Interim Public Health Director

Grant contact: Garron Bradish, Environmental Health Supervisor & Interim Public Health Director

Grantee Address:
157 Paragon Parkway, Suite 800
Clyde, NC 28721

Address for payment:
Michelle Haynes
157 Paragon Parkway
Clyde, NC 28721

Signatory Information:
Garron Bradish
Tel: (828) 356-2111 ext. 2111
garron.bradish@haywoodcountync.gov

Dogwood Strategic Priority: Health & Wellness

Project title: COVID-19 Wastewater Project

Project:

Detailed Description/Project Summary
This grant will support COVID-19 wastewater surveillance in Haywood County. Wastewater surveillance can play a vital role in monitoring COVID-19 spread because of its broad population coverage, ability to detect asymptomatic infections, and value as a leading indicator for changing infection rates. This project will use weekly wastewater surveillance for the SARS-CoV-2 virus to provide public health officials with a more comprehensive measure of the magnitude of the COVID-19 pandemic locally and regionally over the span of four months.

Grant amount: $39,800.00

Budget:

The project budget of $39,800 includes $29,000 to Mathematica researchers for data analysis, synthesis, communication, and coordination; $6,000 to the testing lab to quantify SARS-CoV-2 viral RNA concentrations; $1,500 to utility staff to offset sample collection costs; $1,000 in sample shipping costs; and $2,300 in project management costs.

Counties served and anticipated allocation:

County	*Anticipated Funding Allocation*
Avery	0%
Buncombe	0%
Burke	0%
Cherokee	0%
Clay	0%
Eastern Band of the Cherokee Indians	0%
Graham	0%
Haywood	100%
Henderson	0%
Jackson	0%
Macon	0%
Madison	0%
McDowell	0%
Mitchell	0%
Polk	0%
Rutherford	0%
Swain	0%
Transylvania	0%
Yancey	0%

Outcome measurements (if any):

The main outcome will be the SARS-CoV-2 viral RNA concentrations in the wastewater samples. Mathematica will work with the testing lab to report the outcome within 5 to 6 days after each sample is collected, and Mathematica will update its COVID-19 wastewater policy dashboard to show trends in the wastewater data over time alongside trends in confirmed cases and a proxy based on COVID-like symptom reports.

Reporting requirements:

Narrative Final Report **Due Date: Dec. 31, 2021**

Financial Final Report **Due Date: Dec. 31, 2021**

As part of the financial final report, Grantee will report grant dollars spent by county.

ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article GE

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties.The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: N/A

By: N/A Title: N/A

Date: N/A

HAYWOOD COUNTY

By:_____

County Manager

Date:_____

ATTEST:

_____

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

_____

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

_____

Finance Director

Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Port 200. Provided that these standards are applicable to you, by signing this signature page, you ore certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state low or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions ore more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally https://www.ecfr.gov/cgi-bin/text-idx?SID-04e61f4e0a8317140a9 ec150bb2ac19 5&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200 1521.ii

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Camp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non--Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014)

Mathematica
Progress Together

Memo

To: Garron Bradish & Jeanine Harris, Haywood County Health and Human Services Agency; Jeff Evans, Town of Waynesville Water and Sewer Maintenance

From: Aparna Keshaviah, Mathematica

cc: Cindy Hu, Marisa Henry, Ella Pestine

Date: 12/21/2020

Subject: Haywood County Wastewater Results from Week 1 (Dec 13-14, 2020)

Introduction

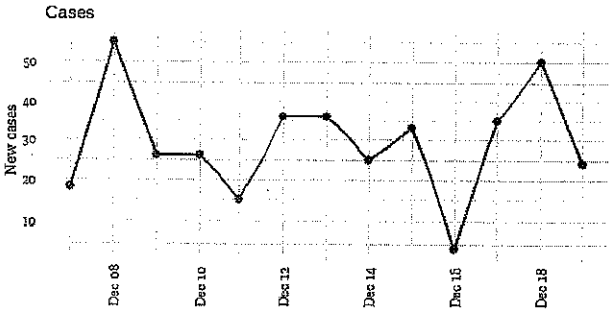
Wastewater surveillance can play a vital role in monitoring COVID-19 spread because of it overcomes some key gaps in clinical testing, including broad population coverage (the Waynesville wastewater treatment plant [WWTP] serves 27% of Haywood county residents), the ability to pick up asymptomatic infections, and the fact that wastewater is a leading indicator, showing changes in infection rates one to two weeks earlier than confirmed case data. The COVID-19 Wastewater Alert for Regional Risk in NC (COVID-WARRN) project will use weekly wastewater surveillance for the SARS-CoV-2 virus to provide public health officials with a more comprehensive measure of the magnitude of the COVID-19 pandemic locally and regionally. Below we describe the wastewater concentrations quantified in week 1 of the project and provide information on community risk and vulnerability. Dynamic data for all of the measures described below can be viewed on Mathematica's COVID-19 Wastewater Dashboard: https://wastewater.covid19.mathematica.org/ (which should be updated by Tuesday, 12/22/2020).

Wastewater Lab Results

On 12/13/2020, the SARS-Cov-2 concentration in the Waynesville WWTP was 15,175 ± 7,160 gene copies per liter (GC/L). This measurement on its own is difficult to interpret, but it will provide a 'baseline' for trend analyses conducted over the course of the project.

Community Data

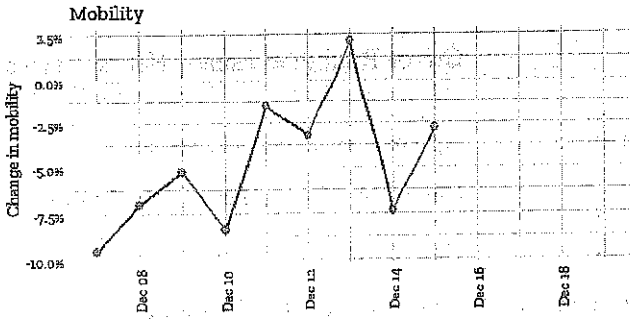
To date, Haywood county has confirmed 1,765 COVID-19 cases. Daily case counts have been rising over time, and the test positivity rate is 6.0% in the county (compared to a test positivity of 7.4% statewide). The number of new cases over the past two weeks has hovered around 35, as seen in the figure on the right. On 12/18/2020, the first doses of a COVID-19 vaccine were distributed to health care workers.



1100 First Street, NE, 12th Floor, Washington, DC 20002-4221 • (202) 484-9220 phone (202) 863-1763 fax • mathematica.org
An Affirmative Action/Equal Opportunity Employer

Despite high case counts and test positivity, population mobility (based on Google Mobility reports) is only 4.8% below pre-pandemic mobility levels recorded in January-February 2020, as seen in the figure on the right.

On 12/19, Haywood county had a moderate NIEHS pandemic vulnerability score of 48%.



Implications

- Haywood county has rising infection rates and residents who are still quite mobile.
- The wastewater data will provide a benchmark against future trends and may show the impact of increased vaccination in the county.

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2020-21

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2021.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115151 Community Health				
COVID Wastewater Testing	115151-523100-21DW5	-	39,800	39,800
				-
				-
				-
				-
				-
				-
				-
				-
				-

which will result in a net increase of $ 39,800 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
110100 Miscellaneous				
Dogwd Grnt COVID Wastewater	110100-451890-21DW5	-	39,800	39,800
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____, 2021.

_____
Chairman
Haywood County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Explanation:
To recognize the grant awarded to Public Health
from Dogwood Health Trust to support COVID-19
wastewater surveillance in Haywood County. Wastewater
surveillance can play a vital role in monitoring COVID-19
spread because of its broad population coverage, ability to
detect asymptomatic infections, and value as a leading
indicator for changing infection rates. This project will use
weekly wastewater surveillance for the SARS-CoV-2 virus to
provide public health officials with a more comprehensive
measure of the magnitude of the COVID-19 pandemic
locally and regionally over the span of 4 months.

CERTIFIED COPY OF CORPORATE RESOLUTION
OF

Haywood County

I, the undersigned, hereby certify that I am an representative of the above-named Corporation, which Corporation is duly organized and existing under the laws of the State of North Carolina; that the following is a true copy of the Resolution duly adopted by the Board of Directors of said Corporation effective on the 4th day of January 2021.

RESOLVED, that the officers listed below are authorized Representatives of the Corporation with the authority to conduct all Trust Business on behalf of the Corporation with First-Citizens Bank & Trust Company.

Name	Title	Signature
Bryant Morehead	County Manager	
Kristian Owen	Interim Finance Director	

I further certify that this Resolution has neither been rescinded nor modified.

Witness my hand and seal of this 4th day of January 2021 .

Witness: _____

Print: L. Kevin Ensley

Title: Chairman, Board of County Commissioners

Tracy Wells

From: Joy Garland <joy.garland@townofclyde.com>
Sent: Monday, December 21, 2020 2:00 PM
To: Tracy Wells
Subject: Fwd: Message from KM_C454e
Attachments: SKM_C454e20122115330.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Tracy,

Please see attached.The Clyde Board of Aldermen request the re-appointment of Carl Jackson to the Clyde Zoning Board of Adjustments. The removal of Mr. Jackson would be detrimental to the functions of the Clyde Zoning Board.
Thank you,
Joy

Joy Garland
Town Administrator
8437 Carolina Blvd. | P.O. Box 386 | Clyde, NC 28721
Phone: 828-627-2566 | Fax: 828-627-1190
joy.garland@townofclyde.com | townofclyde.com

Pursuant to North Carolina General Statutes Chapter 132 (Public Records), all electronic correspondence to and from this address may be considered public record, and as such, subject to request and review by third parties at any time.

---------- Forwarded message ---------
From: <scan@townofclyde.com>
Date: Mon, Dec 21, 2020 at 1:48 PM
Subject: Message from KM_C454e
To: <joy.garland@townofclyde.com>

APPLICATION FOR APPOINTMENT TO:

Board of Zoning Adjustments
Board or Commission Name

NAME: Carl Jackson DATE: 12-14-2020
MAILING ADDRESS: 59 Sellers Rd Clyde, N.C. PHONE: 828-627-2834
EMAIL ADDRESS:
EMPLOYER: Retired
PHONE:

COUNTY BOARDS OR COMMITTEES PRESENTLY SERVING ON:
Clyde Fire Department Board of Directors
Board of Zoning Adjustments

BUSINESS AND CIVIC EXPERIENCE:

REASON(S) WHY YOU WOULD LIKE TO SERVE ON THIS BOARD/COMMITTEE: To have a voice in the zoning & upgrade of the City

For the purpose of diversity and balance on the County's Boards and Commissions, please complete the following:
Race W Sex M I am a resident of the City

I have been a resident of Haywood County for 77 years.

Felony Convictions

Return this form to:
Clerk to the Board of Commissioners
215 N. Main Street
Waynesville, NC 28786
Phone (828) 452-6625 FAX (828) 452-6715

Carl Jackson
Signature of Applicant
I understand that this application will be retained in accordance with the schedule set forth by the State Archives Division.

Haywood County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap, or disability in admission or access to or treatment or employment, in its services, programs, and activities in compliance with applicable federal and state laws.

FOR OFFICE USE ONLY

Appointed:	Appointed:	Appointed:
Term:	Term:	Term:
Beginning:	Beginning:	Beginning:
Expiring:	Expiring:	Expiring:

Tracy Wells

From: David Francis
Sent: Wednesday, October 7, 2020 8:08 AM
To: Tracy Wells
Subject: Fwd: Recreation Advisory Board member

Sent from my iPhone

Begin forwarded message:

> **From:** Kevin FitzGerald <kmfitz1958@gmail.com>
> **Date:** October 6, 2020 at 12:45:42 PM EDT
> **To:** David Francis <david.francis@haywoodcountync.gov>
> **Subject: Re: Recreation Advisory Board member**

Good morning David,
As you know, current board member Michael Kownacki's term is expiring. I am writing to advise that I consider Michael to be essential to this boards function of advising the Department on matters relating to Recreation and Parks management in Haywood County. He brings a unique perspective with his breadth and depth of experience in traditional recreation activities and would be difficult to replace. The removal of Mr Kownacki would be detrimental to the function of the board.
Thank you for considering this request.

Kevin FitzGerald
Chair

From: Judy Sutton
To: Tracy Wells
Subject: Re: Recreation Advisory Board Application
Date: Tuesday, November 3, 2020 3:38:11 PM

I am attaching my application. Thanks, Judy Sutton

APPLICATION FOR APPOINTMENT TO:

Recreation Advisory Board
Board or Commission Name

Judy Sutton
371 Wagon Trail Rd, Maggie Valley, N.C. 28751

NAME: **DATE:** 11/3/20

MAILING ADDRESS: **PHONE:** 828-506-1484
EMAIL ADDRESS: judybsutton@bellsouth.net

EMPLOYER: Cataloochee Ski Area
PHONE: 828-926-0285

COUNTY BOARDS OR COMMITTEES PRESENTLY SERVING ON:

BUSINESS AND CIVIC EXPERIENCE:
Haved worked in the tourism and Recreation business for more than 35 years. Cataloochee Ranch barn manager & board member for 20 years.
Active in management at Cataloochee Ski Area (35 years)
Haved served on The American Chestnut Found. state board. Currently serve on board at Cataloochee Ski Area and Blowing Rock Charity Horse Show Foundation.

REASON(S) WHY YOU WOULD LIKE TO SERVE ON THIS BOARD/COMMITTEE:
I am very interested in countywide Recreation - I actively Ride horses, ski, hike and want to see expanded Recreation in Haywood County

For the purpose of diversity and balance on the County's Boards and Commissions, please complete the following:
Race white **Sex** F **I am a resident of the City** Maggie Valley

I have been a resident of Haywood County for 59 **years.**
Felony Convictions none

Return this form to:

Clerk to the Board of Commissioners
215 N. Main Street
Waynesville, NC 28786
Phone (828) 452-6625 FAX (828) 452-6715

Signature of Applicant Judy B. Sutton

I understand that this application will be retained in accordance with the schedule set forth by the State Archives Division.

FOR OFFICE USE ONLY

Appointed:

Haywood County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap, or disability in admission or access to or treatment or employment in its services, programs, and activities in compliance with applicable federal and state laws.

Revised April 2015

Appointed:

Term: Term:

Sent from my iPad

On Nov 3, 2020, at 11:49 AM, Tracy Wells <Tracy.Wells@haywoodco.ncgov.com> wrote:

Ms. Sutton ~

Per our telephone conversation a few minutes ago, attached is the application for the Recreation Advisory Board.
Please return the completed application to me today if at all possible.

Thank you!

Tracy L. Wells, NCCCC
Clerk to the Board of Commissioners
Paralegal to the County Attorney
Haywood County Administration
215 N. Main Street
Waynesville, NC 28786
(828) 356-2069